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13 Attorneys for Plaintiffs, the Putative Class,
14 and the Allegedly Aggrieved Employees

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF ALAMEDA**

17 DENISE WADLEY and ASHLIE DUTRA,
18 on behalf of themselves and all others
19 similarly situated,

20 Plaintiffs,

21 v.

22 GOLDEN STATE ORTHOPEDICS &
23 SPINE, a Delaware Corporation; and DOES 1-
24 50, inclusive.

25 Defendant.

Case No.: 24CV081426

Assigned to Hon. Patrick McKinney

**DECLARATION OF JOSHUA
FALAKASSA SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

**[Cal. Rule Court 3.769; Cal. Lab. Code §
2699(s)(2)]**

HEARING INFO [CRS# A-81426-002]

Date: August 5, 2026

Time: 1:30 PM

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1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Falakassa Law, P.C., and co-counsel with Mehrdad Bokhour of The Bokhour Law Group, P.C., as attorneys of record for Plaintiffs Denise Wadley and Sholie Dutra (“Plaintiffs”), the Settlement Class, and the allegedly Aggrieved Employees.

3. I have been a member, in good standing, of the State Bar of California since 2013. I am admitted to practice before all California state courts, and the United States District Court of California for the Northern, Central District and Eastern District and have litigated class action and Private Attorney General Act (“PAGA”) representative action cases in various courts across California.

5. From August 2018-January 2019, I as an associate at the Paul Haines Law Group, where I actively managed a caseload of more than 50 class and representative PAGA action lawsuits in California and federal courts.

6. Thereafter, as principal of Falakassa Law, P.C., I have handled nearly 100 employee vs. employer litigation matters, including more than 40 class action wage/hour and PAGA cases. Over the last few years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and

1 hour matters. In total, I have handled upwards of 90 class action and representative action
2 wage/hour cases.

3 7. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
4 the years 2017-2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice
5 area. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50
6 wage and hour class and/or PAGA action settlements in California in 2021-2024.

7 8. I am a member in good standing of the California Bar and have devoted my
8 practice to representing employees in complex wage-and-hour class and representative actions.
9 Based on my experience, as well as that of my co-counsel, we are well-qualified and fully
10 prepared to litigate this matter through trial and appeal if necessary. However, after a thorough
11 evaluation of the facts, applicable law, and the risks inherent in continued litigation, I strongly
12 and unequivocally believe that the proposed Settlement is in the best interests of the Settlement
13 Class.

14 9. In the opinion of Class Counsel, the recovery for each Settlement Class Member
15 is well within the acceptable range for this type of action. This Settlement is also favorable, as
16 the Settlement Class will promptly receive compensation rather than face the uncertainties
17 inherent in further litigation and the years-long wait for this action to be tried. It is also telling
18 that the Settlement Class has overwhelmingly supported the Settlement on the terms set forth
19 in the Settlement Agreement. No Settlement Class Member has objected to the class-wide
20 Settlement obtained in this matter, and only one Settlement Class Member requested exclusion.
21 Based on all considerations, this Settlement is highly favorable and is in the best interests of the
22 Settlement Class.

23 10. In sum, all relevant factors support final approval of the Settlement. The parties
24 negotiated at arm’s length under the supervision of an experienced and well-respected mediator.
25 Class Counsel also extensively investigated, discovered, and analyzed class claims. Moreover,
26 Class Counsel, experienced class action litigators, strongly believe that this Settlement provides
27 an excellent result for the Settlement Class. Lastly, the fact that no objections were filed seeking
28 denial of final approval and that only one individual requested exclusion from the Settlement

weighs strongly in favor of approving the Settlement. For these reasons, this Court should conclude that under the circumstances of this case, the proposed Settlement is fair, adequate, and well within the range of reasonableness.

11. Based upon my personal involvement in this litigation, my experience litigating complex wage-and-hour class actions throughout California, and my familiarity with the work performed by Class Counsel in this matter, I believe that the requested award of attorneys' fees in the amount of \$485,000, representing approximately 33.33% of the Gross Settlement Amount, is fair, reasonable, and appropriate. The requested fee falls comfortably within the range of percentage awards that California and federal courts routinely approve in common fund class action settlements. In my opinion, the requested fee fairly compensates Class Counsel for successfully prosecuting this complex litigation on a wholly contingent basis, achieving a substantial recovery for the Settlement Class, and obtaining meaningful relief despite the significant legal, factual, and procedural risks that existed throughout the litigation.

12. From the outset of this case, my office undertook the representation of Plaintiff and the Settlement Class with no guarantee of recovering any attorneys' fees or litigation costs. We advanced substantial attorney time and out-of-pocket litigation expenses with the understanding that, if the case was unsuccessful, we would recover nothing despite the considerable investment of resources. Throughout this litigation, my office devoted substantial time investigating the claims, analyzing Defendant's payroll and timekeeping practices, reviewing and analyzing voluminous documents and data produced in discovery, researching complex legal issues, preparing written discovery, engaging in extensive meet-and-confer efforts, participating in mediation, evaluating the strengths and weaknesses of the claims and defenses, negotiating the terms of the Settlement Agreement, and preparing the settlement for preliminary and final approval.

13. The litigation also involved significant uncertainty regarding class certification, liability, damages, Defendant's affirmative defenses, and the risks inherent in continued litigation, including summary judgment, trial, and the possibility of appeal. In light of these risks and the favorable result obtained for the Settlement Class, I believe the requested fee fairly reflects the

substantial effort, skill, and risk assumed by Class Counsel.

14. Collectively, Class Counsel devoted approximately 302 hours prosecuting this litigation through final approval of the Settlement. As further detailed in the accompanying Declaration of Mehrdad Bokhour, Mr. Bokhour devoted approximately 155.5 hours to this matter at his customary hourly rate of \$750 per hour, while I devoted approximately 146.5 hours at my customary hourly rate of \$725 per hour. Based upon these hours and rates, Class Counsel's combined lodestar is approximately \$222,837.50.

15. In my opinion, these hourly rates are reasonable and consistent with those charged by attorneys of comparable skill, experience, and reputation handling complex wage-and-hour class actions in California. The requested attorneys' fee represents a lodestar multiplier of approximately 2.17, which I believe is reasonable given the contingent nature of the representation, the significant risks undertaken, the quality and efficiency of the work performed, the favorable result obtained for the Settlement Class, the delay in payment of fees over the course of the litigation, and the substantial benefit conferred upon the Settlement Class. Multipliers at or above this level are routinely approved in complex class action litigation involving contingent representation.

16. Accordingly, I respectfully request that the Court approve an award of \$485,000 in attorneys' fees together with reimbursement of \$19,153.05 in litigation costs, all of which were reasonably and necessarily incurred in prosecuting this Action and obtaining the Settlement.

17. The ultimate result was far from certain. When this case was taken on a contingency fee basis, the firm agreed to assume responsibility for all litigation costs. In the course of this Action, Class Counsel paid all costs, including filing, court, research, and mediation fees. There was never a guarantee that we would recoup those expenditures.

18. It has been my experience that the benchmark for an attorney's fee award in California state cases is one-third of a common fund. Here, Class Counsel requests 33.33% of the Settlement Amount.

19. The fee is warranted because of the results achieved for the Settlement Class Members, both in terms of the immediate cash settlement and the fact that the Settlement Class

1 Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

2 20. Throughout this litigation, I personally participated in the investigation,
3 prosecution, evaluation, and settlement of this Action. Based upon my investigation, the
4 discovery conducted, the information exchanged between the parties, my experience litigating
5 complex wage-and-hour class actions, and my evaluation of the strengths and weaknesses of the
6 claims and defenses, I believe that the proposed Settlement is fair, reasonable, adequate, and in
7 the best interests of the Settlement Class. In reaching this conclusion, I carefully considered the
8 disputed factual and legal issues presented by the case, the substantial risks, costs, and delays
9 associated with continued litigation, the possibility that the Settlement Class might recover less—
10 or nothing at all—through further litigation, and the significant benefits obtained through the
11 negotiated Settlement.

12 21. In my opinion, the Settlement was negotiated at arm's length following extensive
13 investigation, discovery, and informed settlement negotiations. The Settlement was not the
14 product of collusion or preferential treatment afforded to any individual or group of Settlement
15 Class Members. Rather, the Settlement allocates the Net Settlement Amount pursuant to an
16 objective allocation formula designed to compensate Settlement Class Members in proportion to
17 their relative workweeks during the Class Period, thereby ensuring that all participating
18 Settlement Class Members are treated fairly and equitably. In addition, the proposed attorneys'
19 fees, litigation costs, service award, settlement administration expenses, and PAGA allocation
20 were fully disclosed to the Court and the Settlement Class in accordance with the California Rules
21 of Court and are reasonable in light of the work performed and the results achieved.

22 22. Before agreeing to settle this Action, I conducted and supervised a thorough
23 investigation into the facts and legal issues underlying Plaintiffs' claims. That investigation
24 included reviewing and analyzing substantial amounts of payroll records, timekeeping data, wage
25 statements, employment policies and procedures, written discovery responses, correspondence,
26 and other documents produced by Defendant. I also evaluated information concerning
27 Defendant's timekeeping and payroll practices, analyzed the size and composition of the proposed
28 Settlement Class, researched the applicable law governing the asserted wage-and-hour claims,

1 and carefully evaluated Defendant's factual and legal defenses. In addition, I analyzed data
2 identifying the total number of Settlement Class Members, their workweeks, employment dates,
3 and other information necessary to evaluate class-wide exposure and prepare detailed damages
4 models for each asserted claim. Based upon this investigation, I believe I possessed sufficient
5 information to intelligently evaluate the merits of the claims, assess the strengths and weaknesses
6 of the parties' respective positions, and determine whether the proposed Settlement represents a
7 fair compromise.

8 23. In evaluating the Settlement, I also carefully considered the significant risks that
9 Plaintiffs and the Settlement Class would face if this litigation continued. Although I believe the
10 claims asserted in this Action have substantial merit, there remained considerable uncertainty
11 regarding class certification, liability, damages, Defendant's affirmative defenses, the outcome of
12 dispositive motions, trial, and any subsequent appeal. Defendant vigorously disputed liability
13 from the outset of the litigation, denied that it violated any provision of the California Labor Code,
14 denied that class treatment was appropriate, disputed Plaintiffs' damages methodology, and
15 contended that the Settlement Class suffered little or no recoverable damages. In light of these
16 contested issues, there was no guarantee that Plaintiffs would prevail on every claim or recover
17 the full amount of damages sought. Accordingly, I prepared and analyzed detailed damages
18 models using the payroll and timekeeping data produced during discovery, considered various
19 liability scenarios and litigation outcomes, and weighed the potential recovery against the risks,
20 expense, and delay associated with continued litigation. Based upon that analysis, I concluded
21 that the proposed Settlement represents an excellent result for the Settlement Class and provides
22 a meaningful and certain recovery while avoiding the substantial risks inherent in further
23 litigation.

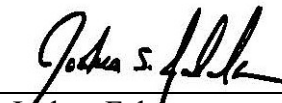
24 24. As discussed in greater detail in Plaintiffs' Motion for Preliminary Approval of
25 Class Action Settlement, Defendant vigorously contested every material aspect of this case,
26 including liability, class certification, damages, and Plaintiffs' legal theories. Defendant asserted
27 numerous factual and legal defenses that, if accepted in whole or in part, could have significantly
28 reduced or eliminated any recovery for the Settlement Class. These disputed issues further support

1 my conclusion that the Settlement reflects a fair, reasonable, and informed compromise reached
2 after a realistic assessment of the risks and potential outcomes of continued litigation.

3 25. After conducting a thorough investigation, engaging in extensive discovery and
4 settlement negotiations, carefully evaluating the evidence and applicable law, and balancing the
5 strengths of Plaintiffs' claims against the significant risks of continued litigation, I firmly believe
6 that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.
7 In my professional judgment, the Settlement provides an excellent result for the Settlement Class
8 under the circumstances presented by this case. Accordingly, I respectfully request that the Court
9 grant final approval of the Settlement and enter judgment consistent with the terms of the
10 Settlement Agreement.

11 26. In compliance with California Rules of Professional Conduct section 1.5.1,
12 Plaintiffs signed a fee split agreement that provides that fees will be allocated between Class
13 Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%)
14 to Falakassa Law, P.C.

15 I declare under penalty of perjury under the laws of California that the foregoing is true
16 and correct, this 10th day of July 2026, at Los Angeles, California.

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19 Joshua Falakassa
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